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Attorneys for Plaintiff
ROBERTO LOPEZ, on behalf of himself and all persons
within the scope of the representative action

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ROBERTO LOPEZ, an individual, on behalf of all others similarly situated, and all persons within the scope of the representative action;	)	Case No.: 30-2016-00830429-CU-WT-CXC
	)	<i>[Assigned for all purposes to Honorable</i>
	)	<i>James Di Cesare; Department C-16]</i>
	)	
Plaintiffs,	)	[PROPOSED] ORDER GRANTING
	)	APPROVAL OF PAGA SETTLEMENT
v.	)	AND JUDGMENT THEREON
	)	
BUFFALO WILD WINGS INTERNATIONAL,	)	
INC., a Minnesota Corporation; WIGNMENT V,	)	
LLC, a Washington limited liability company	)	
d/b/c BUFFALO WILD WINGS; WORLD	)	
WIDE WINGS, LLC, a California limited	)	
liability company; PACIFIC BELLS, INC., a	)	
Washington corporation; MBH Holding, LLC, a	)	
Washington limited liability company;	)	
PERPETUAL WINGS, LLC, a California limited	)	
liability company; SCOTT SHAFFER, an	)	
individual; and DOES 1 through 25, inclusive;	)	
	)	
Defendants.	)	

) Case No.: 30-2016-00830429-CU-WT-CXC
) [Assigned for all purposes to Honorable
) James Di Cesare; Department C-16]
)
) [PROPOSED] ORDER GRANTING
) APPROVAL OF PAGA SETTLEMENT
) AND JUDGMENT THEREON

1 Plaintiff Roberto Lopez' ("Plaintiff") Motion for Approval of PAGA Settlement was heard
2 by the Court on April 1, 2022. The Court having reviewed the Motion for Approval of PAGA
3 Settlement, the Private Attorneys General Act Claims Settlement Agreement and Release
4 ("Settlement Agreement") along with Plaintiff's Motion, the papers, the arguments of counsel, and
5 all other evidence and matters presented, and good cause appearing:

6
7 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that the Plaintiff's Motion for
8 Approval of PAGA Settlement is **GRANTED**, subject to the following findings and orders:

9 1. All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement

11 2. The Court hereby approves the terms set forth in the Settlement Agreement for
12 settlement of PAGA claims in accordance with Labor Code section 2699(1)(2), and finds that the
13 Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the
14 PAGA settlement according to the terms set forth in the Settlement Agreement.

15 3. The Settlement Agreement is not an admission by Defendants or by any other
16 Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing
17 by Defendants or any of other Released Parties. Neither this Order, the Settlement Agreement, nor
18 any document referred-to herein, nor any action taken to carry out the Settlement Agreement, may
19 be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession,
20 or liability whatsoever by or against Defendants or any of the Released Parties.

21 4. Pursuant to the Settlement Agreement, Defendant shall pay the PAGA Settlement
22 Members the **PAGA** Settlement Awards totaling \$28,706.

23 5. Pursuant to the Settlement Agreement, Defendant shall pay the LWDA the LWDA
24 Payment in the amount of \$86,118.

25 6. Pursuant to the Settlement Agreement, Defendant shall pay Plaintiff's Counsel for
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1 Plaintiff's Counsel's reasonable Attorneys' Fees in the amount of \$60,000 and Costs in the
2 amount of \$8,176, for a total of \$68,176.

3 7. The Court further orders, adjudges and decrees that Plaintiff and the PAGA
4 Settlement Members have released and forever discharged the Released Parties from and regarding
5 the Released Claims for the Covered Period.

6 8. This Final Judgment is entered pursuant to the Settlement Agreement and is
7 intended to Effectuate the settlement more fully described in the Settlement Agreement; and
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9 9. The Court maintains jurisdiction to adjudicate any matters related to this Order and
10 Judgment and the Agreement.

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12 **IT IS SO ORDERED ADJUDGED AND DECREED.**

13 The Clerk of the Court is hereby ordered to enter this Judgment.
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16 DATED: _____

By: _____

17 Judge of the Superior Court
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EXHIBIT A

Notice of Settlement of PAGA Representative Action

Roberto Lopez v. Wingmen V, LLC
Orange County Superior Court Case No. 30-2016-00830429-CU-WT-CXC

You are receiving this notice because the Court has approved a Private Attorneys General Act ("PAGA") settlement in the above-referenced case (the "Action"), and you are a member of the representative group that is entitled to receive money. Enclosed please find a check with your portion of the settlement proceeds.

The Defendants' records indicate that you are a member of the representative group (individually referred to as "PAGA Settlement Member") defined as all individuals who were employed as hourly and/or non-exempt employees by Defendants in California for one or more pay periods from December 2, 2014 through the date the Court approves the PAGA settlement and enters judgment thereon.

Defendants denied, and continue to deny, that they violated the law in any manner alleged in the Action. The Action was litigated and eventually, in order to avoid the risks, uncertainties and expense of further litigation, the parties reached a compromise to settle the claims on behalf of Plaintiff, the State of California, and the PAGA Settlement Members.

In this Lawsuit, Plaintiff alleges against Defendants: (1) unlawful business practices; (2) failure to pay overtime wages; (3) failure to furnish accurate wage statements; (4) waiting time penalties; (5) failure to provide meal and rest periods; (6) conversion; (7) wrongful termination in violation of public policy; (8) wrongful termination in violation of FEHA; (9) unlawful discrimination and harassment; (10) harassment; (11) failure to prevent harassment; (12) intentional infliction of emotional distress; and (13) penalties under the Private Attorneys General Act ("PAGA"). Plaintiff sought penalties on behalf of the State of California under the PAGA statute for causes of action 1-5, above, which provides that 75% of any recovery be paid to the State of California and 25% of any recovery be paid to the aggrieved employee group. Defendants denied, and continue to deny, that they violated the law in any manner alleged in the Lawsuit.

The Orange County Superior Court approved the parties' Settlement on April 1, 2022. By approving the Settlement, the Court did not decide in favor of Plaintiff or Defendants.

The Individual Settlement Payment which accompanies this notice is made to you pursuant to the terms of the Settlement and is based on the number of weeks in which you were employed as an hourly and/or non-exempt employee by Defendants at a Buffalo Wild Wings in California at some point from December 2, 2014 to the date of the PAGA approval. Your Individual Settlement Payment is characterized entirely as IRS Form 1099 income. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By operation of the entry of the Approval Order, and except as to such rights or claims as may be created by this Settlement, each PAGA Settlement Member will release the Released Parties of all claims for PAGA civil penalties alleged in the Third Amended Complaint or could have been alleged based on the facts alleged in the Third Amended Complaint pertaining to Plaintiff and the PAGA Settlement Members. This includes, but is not limited to, claims for PAGA civil penalties based on alleged violations of California Labor Code sections §§ 201-204, 207, 218.5, 221, 226, 226(a), 226.3, 226.7, 351, 353, 400-410, 510, 512, 512(a), 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 3550, 3751-3752, Business & Professions Code Section 17200, et. seq., California Government Code Section 12952, and IWC 5-2001 during the Settlement Period (December 2, 2014 until the date the Court approves the Settlement and enters judgement thereon).

Released Parties means: Defendants Wingmen V, LLC, MBH Holdings, Inc., Perpetual Wings, LLC, Pacific Bells Inc., and World Wide Wings LLC (together "Defendants"), and any of their present and former, parents, subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners, directors, trustees, former employees, and agents, as well as any of their representatives, attorneys, insurers, reinsurers, and/or any of the predecessors.

Your share of the recovery is enclosed herein. As indicated on the check, you have One-Hundred and Eighty (180) days from the date of mailing to cash the check. If you do not cash your check within 180 days, the check will be voided, and the money will be submitted in your name to California State Controller's Office, Unclaimed Property Fund in your name.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR ADMINISTRATION PROCESS.

PROOF OF SERVICE

I am employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is **3731 Wilshire Blvd. Suite 312, Los Angeles, CA 90010**. On **April 12, 2022**, I served the foregoing document(s), described as:

[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND JUDGMENT THEREON

on the person(s) listed in the attached Service List. The documents were served by the following means:

☒ (X) BY ELECTRONIC MAIL: By transmitting the documents by electronic mail to the electronic mail address as stated on the attached service list.

☐ () BY ELECTRONIC SERVICE: Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed in the attached Service List. I did not receive, within a reasonable time after the transmission, any electronic message, or others indication that the transmission was unsuccessful.

☐ () BY FACSIMILE TRANSMISSION: from facsimile no. (213) 382-0956 to the fax numbers listed in the attached Service List. The facsimile machine I used complied with Court Rule 2.306. Pursuant to Rule 2.306, I caused the machine to print a transmission confirmation report that showed the document was transmitted complete and without error and a copy is attached.

☐ () BY U.S. MAIL: I enclosed the documents in a sealed envelope or package addressed to the persons listed in the attached Service List and placed the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ () BY OVERNIGHT DELIVERY: I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed in the attached Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ () BY MESSENGER SERVICE: I served the documents by placing them in an envelope or packing addressed to the persons at the addresses listed in the attached Service List and providing them to a professional messenger service for delivery.

☐ () BY PERSONAL SERVICE: I personally delivered the documents to the addresses listed in the attached Service List.

1 I declare under penalty of perjury under the laws of the State of California that the above is true and
2 correct.

3 Executed on **April 12, 2022**, at Los Angeles, California.

4 Nicholas Enriquez

/s/ Nicholas Enriquez

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6 **SERVICE LIST**
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8 Laurie DeYoung, Esq.
9 Peter Choi, Esq.
10 Gene Williams, Esq.
11 Gordon & Rees
12 633 West Fifth Street, 52nd Floor
13 Los Angeles, CA 90071
14 Email: <ldeyoung@gordonrees.com>
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17 *Counsel for Defendants, Wingmen V, LLC; MBH Holding, LLC; Perpetual Wings, LLC; Pacific*
18 *Bells, Inc.; World Wide Wings, LLC*

19 California Labor and Workforce Development Agency
20 PAGAINfo@dir.ca.gov
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